

FORM PTO-1595  
(Rev 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
Patent & Trademark Office

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or file copy thereof.

1. Name of conveying party(ies):  
**John Fleming Brainerd II,  
Brian David Digman,  
Delwyn Lovell Harvey,  
Eric Matthew Luecke,  
Lisa Marie Missik-Gaffney,  
Timothy Michael Rooney,  
Dinghong Yan**

Additional name(s) of conveying party(ies) attached?  
 yes  no

2. Name and address of receiving party(ies):

Name: **The Goodyear Tire & Rubber Company**  
Internal Address: **Department 823**  
Street Address: **1144 East Market Street**  
City: **Akron** State: **OH** Zip: **44316-0001**  
Fax Number: **330-796-9018**

Additional name(s) & address(es) attached?  yes  no

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: **April 4, 2007**

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): **29/273,369**

B. Patent No.(s)

Additional numbers attached?  yes  no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **The Goodyear Tire & Rubber Company**  
Internal Address: **Dept 823 - Docket DN2007024**  
Street Address: **1144 East Market Street**  
City: **Akron** State: **Ohio** Zip: **44316-0001**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) . . . . . \$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: **07-1725**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Richard B. O'Planick, Reg. No. 29,096**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Commissioner of Patents & Trademarks,  
P. O. Box 1450, Alexandria, Virginia 22313-1450  
Facsimile transmission sent to: (571) 273-0140

CH \$40.00 071725 29273369

Docket No.: DN2007024

Serial No.: 29/273,369

Filed: March 2, 2007

**ASSIGNMENT**

WHEREAS, WE, John Fleming Brainerd II, Brian David Digman, Delwyn Lovell Harvey, Eric Matthew Luecke, Lisa Marie Missik-Gaffney, Timothy Michael Rooney and Dinghong Yan, of 4755 State Road, Medina, Ohio 44256, U.S.A.; 2235 20th Street, Cuyahoga Falls, Ohio 44223, U.S.A.; 183 Applegroove Street, N.E., Apt. A6, North Canton, Ohio 44720, U.S.A.; 15701 McCallum Drive, Doylestown, Ohio 44230, U.S.A.; 13520 Palmvra Road, North Jackson, Ohio 44451, U.S.A.; 20 Glenside Drive, Munroe Falls, Ohio 44262, U.S.A.; and 4214 Americana Drive, No. 304, Cuyahoga Falls, Ohio 44224, U.S.A., respectively, have invented certain improvements in **SHOULDER TREAD FOR A TIRE**, and described in a patent application executed the 4<sup>th</sup> day of April, 2007, by the undersigned for filing in The United States of America, being owners of all right, title and interest in and to said application and in and to any invention described therein and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, THE GOODYEAR TIRE & RUBBER COMPANY, of Akron, Ohio 44316, a corporation of the State of Ohio (assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention described therein and any and all patents to be obtained therefor, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

- (1) Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- (2) To cooperate to the best of our ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

The undersigned hereby authorize said assignee to insert in this Assignment the serial number and filing date of the above-identified application when known.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the dates set after their signatures.

Stacy J. Sidle (L.S.) John Fleming Brainerd II, 2/27, 2007  
WITNESS

Stacy J. Sidle (L.S.) Brian David Digman, \_\_\_\_\_, 2007  
WITNESS

Docket No. DN2007024

Stacy J. Sidle (L.S.) Delwyn Lovell Harvey 2/27, 2007  
WITNESS

Stacy J. Sidle (L.S.) Eric Matthew Luecke 4/4, 2007  
WITNESS

Stacy J. Sidle (L.S.) Lisa Marie Missik-Gaffney 2-27, 2007  
WITNESS

Stacy J. Sidle (L.S.) Timothy Michael Rooney 2/27, 2007  
WITNESS

Stacy J. Sidle (L.S.) Dinghong Yan 2/27, 2007  
WITNESS

State of Ohio )  
                          ) SS:  
County of Summit )

On this 27th day of February, 2007, before me personally appeared John Fleming Brainerd II to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle  
Notary Public

**STACY J. SIDLE, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires August 25, 2007

State of Ohio )  
                          ) SS:  
County of Summit )

On this 27th day of February, 2007, before me personally appeared Brian David Dignan to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle  
Notary Public

**STACY J. SIDLE, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires August 25, 2007

State of Ohio )  
                          ) SS:  
County of Summit )

On this 27th day of February, 2007, before me personally appeared Delwyn Lovell Harvey to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle  
Notary Public

**STACY J. SIDLE, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires August 25, 2007

Docket No. DN2007024

State of Ohio )  
 ) SS:  
County of Summit )

On this 4<sup>th</sup> day of April, 2007, before me personally appeared Eric Matthew Luecke to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle  
Notary Public

**STACY J. SIDLE, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires August 25, 2007

State of Ohio )  
 ) SS:  
County of Summit )

On this 27<sup>th</sup> day of February, 2007, before me personally appeared Lisa Marie Missik-Gaffney to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as her free act and deed.

Stacy J. Sidle  
Notary Public

**STACY J. SIDLE, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires August 25, 2007

State of Ohio )  
 ) SS:  
County of Summit )

On this 27<sup>th</sup> day of February, 2007, before me personally appeared Timothy Michael Rooney to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle  
Notary Public

**STACY J. SIDLE, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires August 25, 2007

State of Ohio )  
 ) SS:  
County of Summit )

On this 27<sup>th</sup> day of February, 2007, before me personally appeared Dinghong Yan to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle  
Notary Public

**STACY J. SIDLE, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires August 25, 2007

**PATENT**